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August 16, 2016

VIA EMAIL AND FIRST CLASS MAIL

The Hon. Karen V. Gregory
Secretary of Federal Maritime Commission
800 North Capitol St.
Room 1046
Washington, D.C. 20573

Re: Docket No. 15-11 – Ovchinnikov v. Hitrinov

Dear Ms. Gregory:

Enclosed for filing in the above-captioned matter are an original true copy and five (5) additional copies of:

1. Respondents' Motion to Correct the Record

If you have any questions, please do not hesitate to contact me.

Best regards,

Anjali Vohra

Enclosures

FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 15-11

IGOR OVCHINNIKOV, ET AL

v.

MICHAEL HITRINOV, ET AL

Consolidated With

DOCKET NO. 1953(I)

KAIRAT NURGAZINOV, ET AL

v.

MICHAEL HITRINOV, ET AL

RESPONDENTS' MOTION TO CORRECT THE RECORD

Pursuant to FMC Rules, 69, 71, and 201(k), Respondents Empire Lines United and Michael Hitrinov hereby move for an Order requiring Complainants to withdraw two substantially misleading Appendices and related statements in their August 9, 2016 Reply to Respondents' Response to Order for Parties to Supplement the Record ("Reply").¹ Each reflects Complainants' desperate, last-

¹ We do not by this suggest that Complainants' Reply is free of other misleading statements, calumnies, errors and inaccuracies. We reserve our right to correct those through other filings, as appropriate.

ditch effort to somehow establish a connection between Complainants and Empire, even if well after the fact.²

For reference, here is what Mr. Hitrinov asserted and that Complainants seek misleadingly to blunt:

A. Complainants were Strangers to These Transactions

32. Consistent with the general pattern described above, EUL never had any communications or other dealings with the Complainants. Nor did any of the documents, including the titles, provided by Global Auto Enterprise include the names of the Complainants. Indeed, EUL did not learn Complainants' identities until well after their vehicles were liquidated as collateral in Finland. I personally also have never had any contact or communications with the Complainants prior to the vehicles being liquidated as collateral in Finland. [Hitrinov Affirmation para. 32.]

First, and most egregiously, Complainants attach to their Reply what they refer to as Appendix 3, which they carefully say "was produced" in other litigation and which they accuse Empire of suppressing. Among the notably deceptive tactics reflected in Complainant's use of this Appendix are:

² Counsel for Respondents has conferred with Counsel for Complainants and Complainants' Counsel was unwilling to agree to the requested relief. He asked instead, as an apparent delaying tactic, that Respondents effectively brief the issue to him before presenting it to the Presiding Officer. The undersigned explicitly informed Complainants' Counsel as to the relief sought and the basic reasons why. That should be sufficient, especially compared to Complainants' repeated failure to consult at all, or in their most forthcoming instance on July 18, 2017, asking agreement to relief without stating any reason at all and refusing to respond to the undersigned's request for a reason. In any event, the explicitly careful wording used by Complainants' Counsel demonstrates that he knows quite well what is being challenged.

- These documents were produced by **Global**, not Empire, as is evident from the three-letter Bates numbers. And as explained in the Affirmation of Jon Werner, attached hereto as Attachment 1, they were produced by Mr. Nussbaum's own co-counsel in that proceeding.
- Because these documents were created and maintained by Global, they may (or may not) reflect what **Global** knew at the unspecified time these were created. They say nothing, however, about what **Empire** may have known or surmised, at least until they were produced by Global in **June 2014**, more than twelve months after the three vehicles at issue were sold in **February – April of 2013**, and even longer after the transportation took place. See Werner Affirmation.³
- If Complainants' Counsel thought these documents relevant, he could and should have produced them himself much earlier in the proceeding. As already clear, Complainants' Counsel has access to all of Global's records as he was Global's counsel during the earlier proceeding. And as is now clearly evident, he had possession of these very documents. How could Empire possibly conceal – actively or otherwise – documents that were in the possession of Complainants' Counsel?
- As detailed in the Werner Affirmation, these documents, which are prominently stamped as “confidential,” were produced in that other litigation pursuant to a still-extant Protective Order issued by the court, which Complainants' Counsel has now violated, it appears quite willfully. Perhaps this explains why he did not produce them previously in this proceeding.⁴

Second, Complainants attach what they call Appendix 2, documents that **were** actually produced by Empire in the other litigation. Per usual, however,

³ As previously identified, Empire did not sell the Jeep Compass. If it was sold at all, we assume it was done by Global or CarCont.

⁴ We note without comment that Mr. Kapustin complains in his Motion to Intervene that Complainants' Counsel is making improper use of confidential documents belonging to Global.

Complainants have carefully truncated the document to eliminate material contrary to their claims. In this case, they eliminated quite a few pages, as corrected by Exhibit 3 to the Werner Affirmation. They also cut out an email from that very production that was sent by Complainant Nurgazinov to CarCont on February 23, 2013, in which Complainant transmits the “bill of lading” for his purported vehicle (the same Dock Receipt/Bill of Lading produced herein by Respondents).⁵ That “bill of lading” identifies Carcont, not Mr. Nurgazinov as the Consignee.⁶ Thus, Complainant was fully aware that he was not a party to the transportation contract in any way, shape or form. Furthermore, Complainants carefully fail to say that these documents are dated in the middle of May 2013, again well after the three cars were sold.

As corrected, neither of these appendices/claims has any bearing on the issue of what, if anything, Empire knew of Complainants before the cars were sold, much less during the relevant period when Empire was responsible to Global for their transport to Finland. They are, however, highly deceptive and highly disingenuous, and so should be stricken or corrected.

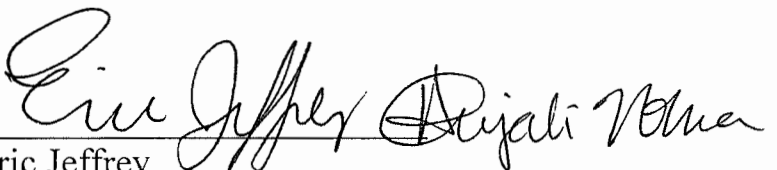
⁵ We note that this email was produced by Global as a result as Empire’s motion to require Mr. Nussbaum and his co-counsel to produce electronic copies, as we have likewise requested herein.

⁶ Copies of the email, in Russian and English are attached as Attachment 2, hereto.

CONCLUSION

For the foregoing reasons, Respondents' request that the Presiding Officer require Complainants to either withdraw the misstated appendices/claims or submit corrected pages to the Reply reflecting the foregoing.

Respectfully submitted,


Eric Jeffrey
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(202) 585-8000

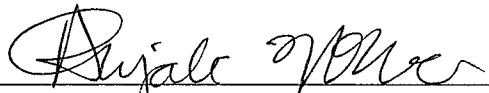
CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing Respondents' Motion to Correct the Record by email and first class mail to the following:

Marcus A. Nussbaum, Esq.
P.O. Box 245599
Brooklyn, NY 11224
Marcus.nussbaum@gmail.com

Seth M. Katz, Esq.
P.O. Box 245599
Brooklyn, NY 11224

Dated at Washington, DC, this 16th day of August, 2016.



Anjali Vohra
Counsel for Respondents

Attachment 1

FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 15-11

IGOR OVCHINNIKOV, ET AL

v.

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AFFIRMATION OF JON WERNER

Jon Werner, affirms the following to be true under penalties of perjury under 28 U.S.C. § 1746, and says:

1. I am a member of the law firm of Lyons & Flood, LLP which represents Respondents Michael Hitrinov and Empire United Lines Co., Inc. in a matter captioned as *Global Auto, Inc., G Auto Sales, Inc., and Effect Auto Sales, Inc. v. Michael Hitrinov et al.*, 13 Civ. 2479 (SLT) (RER), and a matter captioned as *Empire United Lines Co., Inc. and Michael Hitrinov v. SK Imports, Inc. d/b/a Global Cars, Sergey Kapustin, Irina Kapustina, and Michael Goloverya*, 14 Civ. 2566 (SLT) (RER), both of which are pending in the United States District Court for the Eastern District of New York. I have personal knowledge concerning the matters

which I state in this affirmation.

2. The plaintiffs' claims in the 13 Civ. 2479 matter have been dismissed and the plaintiffs have been found in default with respect to the counterclaims asserted by Empire United Lines Co., Inc. and Michael Hitrinov in that matter.

3. The plaintiffs in the 13 Civ. 2479 matter were represented by counsel for the Complainants, Marcus A. Nussbaum, Esq. from at least April 24, 2013 through March 5, 2015. Mr. Nussbaum's co-counsel on behalf of the plaintiffs from August 8, 2013 through February 13, 2015 was Boris Parker, Esq. of Parker & Wenner, P.A.

4. On April 9, 2014, a Protective Order was issued by the Honorable Ramon E. Reyes in the 13 Civ. 2479 matter in order to preserve the confidentiality of certain documents produced by the parties that were designated to be confidential. A true and accurate copy of the April 9, 2014 Protective Order is annexed hereto as Exhibit 1.

5. On June 18, 2014, co-counsel for the plaintiffs in the 13 Civ. 2479 matter, Mr. Parker, served the undersigned with a document production consisting of pages Bates stamped PLS00001 through PLS10151. This production included internal documents of Global Auto, Inc., G Auto Sales, Inc., and Effect Auto Sales, Inc. which were never previously provided to Empire United Lines Co., Inc. and/or Michael Hitrinov. Annexed hereto as Exhibit 2 are emails between the undersigned and Mr. Parker regarding this production and scans of the DVD on which the production was provided to the undersigned.

6. I understand from counsel for the Respondents in this case that Appendix 3 to Complainants' Reply to Respondents' Response to Order for Parties to Supplement the Record consisted of two pages bearing Bates stamps PLS10024 and PLS10025 and the legend "CONFIDENTIAL."

7. I have reviewed Appendix 3 and can confirm that they are the very same documents which were produced by the plaintiffs in the 13 Civ. 2479 matter (which does not appear to have been part of any communications between Empire United Lines Co., Inc. and the plaintiffs), and which were marked as confidential pursuant to the terms of the April 9, 2014 Protective Order issued by Magistrate Judge Reyes.

8. I have also reviewed Appendix 2 to Complainants' Reply to Respondents' Response to Order for Parties to Supplement the Record, which consists of pages Bates stamped EUL_004290 through EUL_004329, and can confirm that these documents were produced by defendants in the 13 Civ. 2479 matter, but that Mr. Nussbaum has failed to include the entirety of the email exchange attached to the May 13, 2013 email that begins at the page Bates stamped EUL_004327. The full email exchange runs from EUL_004327 through EUL_004335 and a complete copy of that exchange is annexed hereto as Exhibit 3.

The foregoing is true and correct to the best of my knowledge under penalties of perjury under 28 U.S.C. § 1746.

Signed on August 15, 2016



Jon Werner

EXHIBIT 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GLOBAL AUTO, INC., G AUTO SALES,
INC., and EFFECT AUTO SALES, INC.,

Plaintiffs,

CIVIL ACTION NO.:
13-CV-2479 (SLT) (RER)

-vs.-

MICHAEL HITRINOV, a/k/a MICHAEL
KHITRINOV, EMPIRE UNITED LINES, CO.
INC., CARCONT OY, LTD, and JOHN DOES
1 THROUGH 5,

Defendants.

PROTECTIVE ORDER

Plaintiffs above named and Defendants Michael Hitrinov, and Empire United Lines, consider certain information to be confidential and proprietary in the sense of Rule 26 of the Federal Rules of Civil Procedure and, therefore, mutually desire that a protective order limiting use, access to, and disclosure of such information be entered in this case. Plaintiff and Defendant have entered into a stipulation and have jointly requested that this Court enter this Stipulated Protective Order ("Stipulated Order"). In furtherance of the parties' stipulation, and pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, it is hereby ORDERED that:

This Stipulated Order governs the handling of any information produced or disclosed by any party or non-party ("the Producing Party") to the receiving party in the above captioned civil action (hereinafter "Action") including documents, depositions, deposition exhibits, interrogatory responses, responses to requests for admission, and pretrial and trial testimony, and

all copies, extracts, summaries, compilations, designations and portions of any of the foregoing (such information shall hereinafter be referred to as "Discovery Material").

1. Confidential Information. Any Producing Party may designate any Discovery Material as "Confidential" under the terms of this Stipulated Order if such party in good faith believes that such Discovery Material contains "Confidential Information." The term "Confidential Information" shall be interpreted to mean: information that constitutes confidential information and that is used in, or pertains to, the disclosing party's business that is not generally known, and that the disclosing party would not normally reveal to third parties or, if disclosed, would require such third parties to maintain in confidence.

2. Attorney's Eyes Only Information. Any Producing Party may designate any Discovery Material as "Attorney's Eyes Only" under the terms of this Stipulated Order if such party in good faith believes that such Discovery Material contains "Attorney's Eyes Only Information." The term "Attorney's Eyes Only Information" shall be interpreted to mean: information of a sensitive nature that if disclosed to persons of expertise in the area would provide significant technical or business advantages to the receiving party and that includes as a major portion subject matter that is believed to be unknown to the opposing party or parties, or any of the employees of the corporate parties. "Attorney's Eyes Only" information includes but is not limited to certain highly sensitive technical information, past and current product development, marketing plans and forecasts, customer lists, and highly sensitive financial information such as pricing plans.

3. Use of Confidential and Attorney's Eyes Only Discovery Material. Confidential and Attorney's Eyes Only Discovery Material, and any information derived therefrom, shall be

used solely for purposes of this Action and shall not be used for any other action or purpose, including, without limitation, any business, proprietary, commercial, or governmental purpose.

4. Manner of Designating Materials. The designation of Discovery Material as "Confidential" or "Attorney's Eyes Only" for purposes of this Stipulated Order shall be made in the following manner by the Producing Party.

(a) In the case of documents, including any and all exhibits, briefs, memoranda, interrogatory responses, responses to requests for admission, or other materials (apart from transcripts or recordings of oral testimony from any deposition, pretrial or trial proceedings, which are subject to paragraph 4(b) below), by affixing the legend "Confidential" to those pages of such documents as contain Confidential Discovery Material and affixing the legend "Attorney's Eyes Only" to those pages of such documents as contain Attorney's Eyes Only Discovery Material. In the case of pleadings, such as interrogatory answers, responses to requests for admission, briefs, declarations, or affidavits, the front page of any such document shall also indicate clearly that portions of the document are designated Confidential or Attorney's Eyes Only.

(b) In the case of video tapes, audio tapes, and electronic media such as computer disks or compact disks (CD), which contain or include Confidential or Attorney's Eyes Only Discovery Material, by affixing the required legend on the package thereof. This provision does not apply to electronic media containing images of documents, where such documents are capable of being individually labeled.

(c) For deposition, pretrial or trial testimony, in one of the following manners:

(i) At any deposition or pretrial or trial proceeding, upon any inquiry with regard to the content of a document marked "Confidential" or "Attorney's Eyes Only," or

when counsel for a person (party or nonparty) deems that the answer to a question may result in the disclosure of Confidential or Attorney's Eyes Only of his or her client within the meaning of this Stipulated Order, counsel for the person whose information is involved, at his or her option, may state on the record before or during the deposition or proceeding that such testimony shall be treated as "Confidential" or "Attorney's Eyes Only" Discovery Material, and, in lieu of taking other steps available in such situation, may direct that the question and answer be transcribed separately from the remainder of the deposition or proceeding and be filed in a sealed envelope marked in the manner set forth in ¶ 10 hereof. When such a direction has been given, the disclosure of the testimony shall be limited in the manner specified in ¶¶ 5-7 hereof, and the information contained therein shall not be used for any purpose other than for purposes of this suit. Counsel for the person whose information is involved may also request that all persons other than the reporter, court personnel, counsel and authorized individuals leave the deposition or proceeding room during the confidential portion of the deposition or proceeding. The failure of such other persons to comply with a request to leave the deposition or proceeding, unless the Court orders the testimony to go forward, shall constitute substantial justification for counsel to advise the witness that he or she need not answer the question.

(ii) Within 10 business days from the receipt of the transcript or recording of the deposition or proceeding, counsel of record may designate the testimony or portions thereof as Confidential or Attorney's Eyes Only Discovery Material and give written notice to opposing counsel.

The parties shall treat all depositions and other pretrial and trial testimony as Attorney's Eyes Only Discovery Material until 10 business days after receiving a copy of the transcript thereof. After 10 business days, only those portions of any transcript designated in

writing (or on the record at the deposition or proceeding) as "Confidential" shall be deemed Confidential Discovery Material, and only those portions of any transcript designated in writing (or on the record at the deposition or proceeding) as "Attorney's Eyes Only" shall be deemed Attorney's Eyes Only Discovery Material. Counsel for the party designating a transcript, recording or portions thereof "Confidential" or "Attorney's Eyes Only" shall be responsible for arranging to have appropriate confidentiality legends affixed to at least the first page of the original transcript, or affixed as appropriate to any other form of recording, and copies of the transcript or recording containing Confidential or Attorney's Eyes Only Information. Any receiving party is, however, upon receipt of the notice discussed herein, responsible for appropriately marking those copies of the transcript or recording containing Confidential or Attorney's Eyes Only Information that are in the possession of the receiving party. The parties may modify this procedure for any particular deposition or proceeding, through agreement on the record at such deposition or proceeding or otherwise by written stipulation, without further order of the Court.

(d) In the case of documents being made available for inspection, at the request of counsel for the Producing Party, all documents and things produced for inspection during discovery shall initially be considered to contain wholly Attorney's Eyes Only Information, and shall be produced for inspection only to persons representing the Receiving Party who fall within the category described in sub-paragraphs 5(a) and (b) of this Stipulated Order. All such documents and things initially shall be fully subject to the limitations on disclosure and use of Attorney's Eyes Only Information provided in this Stipulated Order. At the initial (or any subsequent) inspection of the original documents and things, if requested, the Receiving Party shall not make copies of the documents produced, and if notes are made

therefrom other than a list identifying documents or things to be copied or otherwise furnished, such notes shall be treated as Attorney's Eyes Only Information. Copies of documents and things requested by the Receiving Party shall be made, Bates-numbered and delivered to the Receiving Party; such process shall be performed as promptly as reasonably practicable and shall not await the production or inspection of other documents or things. After the Receiving Party has designated documents or things for copying, and before copies are transmitted to the Receiving Party, counsel for the Producing Party shall designate and mark the documents and things, as appropriate, as "Confidential" and as "Attorney's Eyes Only," in accordance with paragraph 4(a) of this Order. Except as provided below in this paragraph, documents and things not so designated shall be considered thereafter outside the provisions of this Stipulated Order. Failure to so designate and mark as provided above in this paragraph shall not preclude the Producing Party from thereafter in good faith making such a designation and requesting the Receiving Party to so mark and treat such documents and things so designated. After such designations, such documents and things shall be fully subject to this Stipulated Order. The Receiving Party, however, shall incur no liability for disclosures made prior to notice of such designations.

(e) A party may be considered to be a "Producing Party" of Discovery Material produced by non-parties pursuant to Federal Rule of Civil Procedure 45, including but not limited to deposition testimony and documents, where the party would otherwise be entitled and have standing to object to the production of said Discovery Materials under Rule 45. Any party making a designation of Discovery Materials under this subparagraph must give written notice to all other parties citing this subparagraph and specifically identifying the materials so designated.

5. Who May Access "Confidential" Information. Discovery Material designated "Confidential" may be disclosed, summarized, described, or otherwise communicated or made available in whole or in part only to the following:

(a) Outside counsel of record in this case, together with secretaries, paralegals, document clerks and other support staff reporting directly to them and who are necessary to assist counsel with the preparation or trial of this action;

(b) Each party's respective in-house legal staff, as well as their legal assistants, paralegals, or other support personnel actively involved in supporting this litigation. Each party hereto represents that such persons have been (or will be prior to receiving Confidential Information) informed of the terms of this Stipulated Order;

(c) For each party: Officers, directors, staff personnel, and employees of the parties as necessary to aid trial counsel in the preparation of claims and defenses in this lawsuit. Each party hereto represents that such persons have been (or will be prior to receiving Confidential Information) informed of the terms of this Stipulated Order;

(d) For each party, consultants or experts specifically retained for this Action, together with their assistants, subject to and conditioned upon compliance with paragraphs 6 and 8 of this Stipulated Order;

(e) The Court, its clerks and Court personnel, and those court reporters, videographers, and necessary support personnel of such court reporters retained in connection with depositions, hearing, or trial testimony given or taken by any party in this Action, to the extent necessary to transcribe the testimony and identify exhibits marked in the course of the testimony subject to paragraph 10 of this Stipulated Order;

(f) Commercial copy services, translators, data entry and computer support organizations, and such persons who assist in preparing demonstrative trial exhibits, hired by and assisting outside counsel for a party, provided such commercial organizations are made aware of and agree to abide by the provisions of this Stipulated Order;

(g) Members of a jury empanelled in this action; and

(h) Such other persons as hereafter may be designated by written agreement in this action or by order of the Court.

6. Experts and Consultants. Each independent expert and consultant referred to in 5(d) hereof to whom Confidential or Attorney's Eyes Only Discovery Material is to be given, shown, disclosed, made available or communicated in any way, shall first execute an undertaking agreeing to be bound by the terms of this Stipulated Order, a copy of which shall be maintained by the expert or consultant and the Party that retained said expert or consultant.

7. Who May Access "Attorney's Eyes Only" Information. Discovery Material designated "Attorney's Eyes Only" may be disclosed, summarized, described, or otherwise communicated or made available in whole or in part only to persons identified in sub-paragraphs 5(a)-(b) and 5(d)-(h). The Receiving Party will not disclose Attorney's Eyes Only Discovery Material to any other individual unless written authorization for further disclosure is given by the Producing Party or further ordered by the Court.

8. Execution of Undertaking. Each person who, under sub-paragraph 5(d), receives, gains access to, or otherwise learns of any "Confidential" or "Attorney's Eyes Only" Information, not previously known to that person, shall sign the Undertaking attached as Exhibit A hereto, confirming the Recipient's understanding and agreement to abide by the terms of this Stipulated Order. Counsel for the Receiving Party shall retain the original of the Undertaking.

9. Witness Access to Confidential Information. Any person may be interviewed, subpoenaed or examined as a witness at a hearing, trial or a deposition concerning any "Confidential" or "Attorney's Eyes Only" Information which that person had lawfully received or had personal access to prior to and apart from this lawsuit, including information of a Producing Party that appears on its face or from other documents or testimony to have been received previously by that person or communicated to that person. During the deposition of a non-party witness, the witness may be shown "Confidential" or "Attorney's Eyes Only" Discovery Material only subject to and conditioned upon compliance with the requirements of this Stipulated Order.

10. Filing Under Seal. All documents of any nature, including briefs, which have been designated as "Confidential" or "Attorney's Eyes Only" or which contain "Confidential" or "Attorney's Eyes Only" Information, which are filed with the Court shall be filed under seal in sealed envelopes marked with the title of the Action, the title of the paper, and a statement substantially in the following form:

CONFIDENTIAL - FILED UNDER SEAL

FILED PURSUANT TO A PROTECTIVE ORDER DATED GOVERNING
CONFIDENTIALITY OF DOCUMENTS AND INFORMATION OBTAINED
DURING THE COURSE OF THIS LITIGATION.

11. No Admission or Prejudice. Entering into, agreeing to and/or producing or receiving "Confidential" or "Attorney's Eyes Only" Information or otherwise acting in accordance with the terms of this Stipulated Order, or failing to object thereto, shall not:

(a) operate as an admission by any party that any particular information comprises or reflects trade secrets, proprietary or commercially sensitive information or any other type of confidential information;

(b) operate as an admission by any party that the restrictions and procedures set forth herein constitute adequate protection for any particular information deemed by any party to be "Confidential" or "Attorney's Eyes Only" Information;

(c) prejudice or waive in any way the rights of the parties to object to the production of documents they consider not subject to discovery for any reason;

(d) prejudice or waive in any way the rights of any party to object to the authenticity or admissibility into evidence of any document, testimony or other evidence subject to this Stipulated Order;

(e) prejudice or waive in any way the rights of a party to seek determination by the Court whether any Discovery Material should or should not be subject to the terms of this Stipulated Order;

(f) prejudice or waive in any way the rights of a party to petition the Court for a further protective order relating to any purportedly confidential information;

(g) prejudice or waive in any way any claim or defense in this Action; or

(h) prevent the parties to this Stipulated Order from agreeing in writing or on the record during a deposition or hearing in this Action to alter or waive the provisions or protections provided for herein with respect to any particular Discovery Material.

12. Materials that are "Exempt." This Stipulated Order has no effect upon, and shall not apply to, a Producing Party's use or disclosure of its own "Confidential" or "Attorney's Eyes Only" Information for any purpose. Nothing contained herein shall impose any restrictions on the use or disclosure by a Receiving Party of documents, materials or information designated as "Confidential" or "Attorney's Eyes Only" obtained lawfully by such party independently of any proceeding in this Action, or which:

(a) was already known to such Receiving Party by lawful means prior to acquisition from, or disclosure by, another party in this Action;

(b) is or becomes publicly known through no fault or act of the Receiving Party; or

(c) is rightfully obtained by the Receiving Party from a third party which has authority to provide such "Confidential" or "Attorney's Eyes Only" Information and without restriction as to disclosure.

13. Treatment of "Exempt" Materials. Notwithstanding the provisions of paragraph 12, where the Receiving Party in good faith believes one or more of the exceptions set forth in paragraph 12 is applicable, Receiving Party shall challenge said designation in accordance with paragraph 18 and shall treat the disputed Discovery Material "Confidential" or "Attorney's Eyes Only" as designated by the Producing Party until the challenge is resolved.

14. Joinder of Parties. In the event additional parties join or are joined in this Action, they shall not have access to "Confidential" or "Attorney's Eyes Only" information until the newly-joined party or its counsel has executed and, at the request of any party, filed with the Court its agreement to be fully bound by this Stipulated Order or an alternative protective order which is satisfactory to all parties and the Court.

15. Governance of Proceeding; Modification. The provisions of this Stipulated Order shall govern discovery and all pretrial, trial, post-trial and appellate proceedings in this Action. Each of the parties hereto is entitled to seek modification of this Stipulated Order by application to the Court on notice to the other parties hereto for good cause.

16. Termination. The provisions of this Stipulated Order shall, absent written permission of the Producing Party or further order of the Court, continue to be binding

throughout and after the conclusion of this Action, including, without limitation, any appeals therefrom. Within 60 days after receiving notice of the entry of an order, judgment or decree finally disposing of this Action, including any appeals therefrom, all persons having received "Confidential" or "Attorney's Eyes Only" Information shall, at the option of the Receiving Party, destroy or return to counsel for the Producing Party such information and all copies thereof (including summaries and excerpts). Counsel shall make reasonable efforts to ensure that any Consultants it has retained abide by this provision. Counsel for the Receiving Party shall provide a certification in writing to counsel for the Producing Party that all "Confidential" or "Attorney's Eyes Only" Information in its possession has been destroyed or returned pursuant to this paragraph. Outside counsel of record for the Receiving Party shall be entitled to retain court papers, deposition and trial transcripts and exhibits, and attorney work product (including court papers, transcripts, and attorney work product that contains Confidential and/or Attorney's Eyes Only Discovery Material), provided that such counsel, and employees of such counsel, shall not disclose any such Discovery Material contained in such court papers, transcripts, or attorney work product to any person or entity except pursuant to a written agreement with the Producing Party. All material returned to the parties or their counsel by the Court likewise shall be disposed of in accordance with this paragraph.

17. Survival and Amendments. The Court retains jurisdiction to make such amendments, modifications, and additions to this Stipulated Order as it may from time to time deem appropriate. Any party may make a request to the Court for any reasonable amendment to this Stipulated Order to facilitate the efficient and appropriate handling of Confidential Information. The Court retains jurisdiction subsequent to settlement or entry of judgment to enforce the terms of this Stipulated Order.

18. Disputing a Designation. If the Receiving Party disagrees with a "Confidential" and/or "Attorney's Eyes Only" designation, it may notify the Producing Party in writing of such disagreement, and both parties will thereupon confer in good faith as to the proper status of such. If the parties are unable to reach agreement, the Receiving Party may apply to the Court for a ruling concerning the status of such information and, while such application and ruling are pending, the Receiving Party shall treat such information as required under this Stipulated Order. No party shall be obligated to challenge the propriety of a designation, and a failure to do so during or after this Action shall not preclude a subsequent attack on the propriety of such designation. The provisions of this Stipulated Order are not intended to shift the burden of establishing confidentiality.

19. Subpoena or Legal Process. If any Receiving Party is (a) subpoenaed in another action, or (b) served with a demand in another action to which it is a party, or (c) served with any legal process by one not a party to this Action, seeking Discovery Material which was produced or designated as "Confidential" or "Attorney's Eyes Only" by someone other than the Receiving Party, the Receiving Party, upon determining that such Discovery Materials are called for, shall give actual written notice, at the earliest practicable time, by hand or facsimile transmission, of such subpoena, demand or legal process, to those who produced or designated the material "Confidential" or "Attorney's Eyes Only" and shall object to its production to the extent permitted by law. Should the person seeking access to the "Confidential" or "Attorney's Eyes Only" information take action against the Receiving Party or anyone else covered by this Stipulated Order to enforce such a subpoena, demand or other legal process, the Receiving Party shall respond by setting forth the existence of this Stipulated Order and shall cooperate with the Producing Party so that the Producing Party can appear and object to production. Nothing herein

shall be construed as requiring the Receiving Party or anyone else covered by this Stipulated Order to challenge or appeal any order issued under the circumstances of this paragraph requiring production of Confidential or Attorney's Eyes Only Discovery Material covered by this Stipulated Order, or to subject itself to any penalties for noncompliance with any legal process or order, or to seek any relief from this Court.

20. Disclosure to Government Agency. In the event that any Receiving Party is required to (or shall, pursuant to a statute or regulation) disclose Discovery Material which was produced or designated by another disclosing party as "Confidential" or "Attorney's Eyes Only" to a United States government agency, the Receiving Party shall (a) request from the government agency the highest form of confidentiality treatment for the information allowed by the agency's rules and regulations, and (b) prior to the submission of the information to the agency, shall provide to the disclosing party copies of the Discovery Material or the written matter containing the information, or, if the information is not in written form, a detailed summary of the substance of the information.

21. Rendering Legal Advice. Nothing herein shall bar or otherwise restrict an attorney who is a qualified recipient of "Confidential" or "Attorney's Eyes Only" Information under the terms of sub-paragraphs 5(a) or (b) and paragraph 7 of this Stipulated Order from rendering advice to his or her client with respect to this action and, in the course thereof, from generally relying upon his or her examination of such Discovery Material. In rendering such advice or in otherwise communicating with the client, the attorney shall not disclose the specific content of any such Discovery Material of another person or party, whether specifically, generally, inferentially, in summary or otherwise, where such disclosure would not otherwise be permitted under the terms of this Stipulated Order.

22. Inadvertent Production. The inadvertent production of any privileged or otherwise protected or exempted information, as well as the inadvertent production of information without an appropriate designation of confidentiality, shall not be deemed a waiver or impairment of any claim of privilege or protection, including, but not limited to, the attorney-client privilege, the protection afforded to work-product materials, or the subject matter thereof or the confidential nature of any such information, as to the inadvertently produced document and as to any related material. The Producing Party must notify the Receiving Party promptly, in writing, upon discovery that a document has been inadvertently produced. Upon receiving written notice from the Producing Party that privileged or confidential information and/or work-product material has been inadvertently produced, all such information, and all copies thereof, shall be returned to the Producing Party within five (5) business days of receipt of such notice and the Receiving Party shall not use such information for any purpose until further Order of the Court. All copies of the documents in electronic format must also be returned, or destroyed. If Receiving Party contests the privilege, confidentiality or work-product designation by the Producing Party, the Receiving Party shall give the Producing Party written notice of the reason for said disagreement and shall be entitled to retain one copy of the disputed document for use in resolving the dispute. The Receiving Party shall, within fifteen (15) business days from the initial notice by the Producing Party, move the Court for an Order compelling the production of the material, but said motion shall not assert as a ground for entering such an Order the fact or circumstances of the inadvertent production. If no such motion is filed, upon expiration of the fifteen (15) day period then all copies of the disputed document shall be returned in accordance with this paragraph. Any analyses, memoranda or notes which were internally generated based upon such inadvertently-produced information shall immediately, after extracting such material

as is not related to the inadvertently produced information be placed in sealed envelopes, and shall be destroyed in the event that (a) the Receiving Party does not contest that the information is privileged, or (b) the Court rules that the information is privileged. Such analyses, memoranda or notes may only be removed from the sealed envelopes and returned to its intended purpose in the event that (a) the Producing Party agrees in writing that the information is not privileged, or (b) the Court rules that the information is not privileged.

23. Adequate Location of Materials. All materials containing Confidential or Attorney's Eyes Only Information shall be maintained at a location and under circumstances to ensure that access is limited to those persons entitled to have access under the Stipulated Order.

Stipulated by the parties:

DATE: April 7, 2014

PARKER & WENNER, PA

/s/ Boris Parker
Boris Parker #291316
boris@parkerwenner.co
100 South Fifth Street
2100 Fifth Street Towers
Minneapolis, MN 55402
(612) 355-2200

ATTORNEYS FOR PLAINTIFFS

Dated: April 7, 2014

BROWN GAVALAS & FROMM, LLP

Peter Skoufalos
355 Lexington Avenue
New York, New York 10017

ATTORNEYS FOR DEFENDANTS

ORDERED, by the Court:

Dated this 4/9, 2014

Ramon E. Reyes, Jr.
United States Magistrate Judge

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

<p>GLOBAL AUTO, INC., G AUTO SALES, INC., and EFFECT AUTO SALES, INC.,</p> <p><i>Plaintiffs,</i></p> <p>— vs. —</p> <p>MICHAEL HITRINOV, a/k/a MICHAEL KHITRINOV, EMPIRE UNITED LINES, CO. INC., CARCONT OY, LTD, and JOHN DOES 1 THROUGH 5,</p> <p><i>Defendants.</i></p>	<p>CIVIL ACTION NO.</p> <p>13-cv-02479 (SLT) (RER)</p>
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UNDERTAKING

I, _____, state that:

1. My address is _____.
2. My present employer is _____, and the address of
my present employer is _____.
3. My present occupation or job title is _____.
4. I have received a copy of the Stipulated Protective Order (the "Stipulated Protective
Order") entered in this case.
5. I have carefully read and understand the provisions of the Stipulated Protective Order.

6. I will comply with all of the provisions of the Stipulated Protective Order.
7. I submit myself to the jurisdiction of the United States District Court for District of Minnesota for purposes of enforcement of the Stipulated Protective Order, and fully understand that violation of the Stipulated Protective Order is punishable by contempt of Court.
8. I further acknowledge that a violation of this Stipulated Order could subject the parties to irreparable injury for which money damages would be an inadequate remedy and, therefore, agree that, in addition to any other available remedies, injunctive relief shall be available to restrain any violations of the Stipulated Order.
9. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information designated as "Confidential" or "Attorney's Eyes Only" ("Confidential Discovery Material") or any words, substances, summaries, abstracts or indices of Confidential Discovery Material disclosed to me, and I shall use Confidential Discovery Material only for purposes of this Action and not for any other purpose, including, without limitation, any business, proprietary, commercial, governmental, or litigation purpose.
10. I will return all Confidential Discovery Material or any words, substances, summaries, abstracts and indices thereof, and copies thereof, which come into my possession, and documents or things which I have prepared relating thereto, to counsel for the party by whom I am employed or retained.
11. I declare under penalty of perjury that the foregoing is true and correct.

Executed this ____ day of _____, _____

Signature

EXHIBIT 2

Jon Werner

From: Boris Parker <Boris@parkerwenner.com>
Sent: Thursday, June 19, 2014 1:24 PM
To: Jon Werner
Subject: RE: Global v. Empire

Jon,

Did you get the disc this morning with the entire revised production that includes the email attachments? It came to 10151 pages total.

The password is Ye2h3Fru.

I did not receive a package from you yet.

Boris Parker
Attorney at Law
Parker & Wenner, P.A.
100 South 5th Street
2100 Fifth Street Towers
Minneapolis, MN 55402

Direct Line: 612-355-2201
Fax Line: 612-355-2210
Main Line: 612-355-2200
boris@parkerwenner.com

Confidentiality Notice

THIS INFORMATION IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THE COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AT BORIS@PARKERWENNER.COM OR BY TELEPHONE AT 612.355.2200. THANK YOU.

From: Jon Werner [<mailto:jwerner@lyons-flood.com>]
Sent: Wednesday, June 18, 2014 10:17 PM
To: Boris Parker; harlangesq@comcast.net; Marcus Nussbaum; Peter Skoufalos
Subject: Global v. Empire

Boris,

Please find enclosed a copy of defendants' responses to plaintiffs' First Set of Interrogatories and First Set of Requests for Production. A hard copy with a DVD containing the documents referenced therein is being sent by Fedex,

Regards,

Jon Werner
One Exchange Plaza
55 Broadway, Suite 1501
New York, NY 10006

Tel: (212) 594-2400
Fax: (212) 594-4589
Mob: (917) 509-2797
jwerner@lyons-flood.com

NOTICE: This message contains information from the law firm of Lyons & Flood, LLP, which may be privileged, confidential, and exempt from disclosure under applicable law. If you have received this message in error, please inform us immediately and delete all copies of it from your system.



NightOwlDiscovery.

724 North 1st Street
Minneapolis, MN 55401
www.nightowldms.com
800.267.9695

Parker & Wenner, P.A.
Global Auto Inc Vol001
PLS00001 - PLS10151
PDFs



NightOwlDiscovery.



www.nightowldms.com

Burn Date
06/18/2014

EXHIBIT 3

From: Denis Shavrikov / CarCont Ltd.
Sent: Monday, May 13, 2013 8:49 AM
To: Michael Hitrinov
Cc: Darja Osipova / CarCont Ltd.
Subject: Kairat Nurgazinov / 2009 TOYOTA CAMRY 4T1BE46K19U306703
Attachments: Инвойс в приложении; тут письмо по которому перенаправили к вам и bill of sale; получение автомобиля с CBX; получение автомобиля со склада временного хранения

Categories: Orange Category

Kairat Nurgazinov / 2009 TOYOTA CAMRY 4T1BE46K19U306703

Invoices:

1. Invoice: inv 67936 dtd. 29.11.2012 G-Auto Sales, Inc. Car: 2010 TOYOTA CAMRY 4T1BE46K19U306703. Amount: \$ 12 900,00 (Deposit: \$ 10 500,00 + Rest: \$ 2 420,00)

Paid:

1. Doc not provided.

Rest to pay: \$ 2 420,00

From: kairat nurgazinov [kairat_nura@mail.ru]
Sent: Saturday, March 16, 2013 2:37 AM
To: Denis Shavrikov / CarCont Ltd.
Subject: Инвойс в приложении
Attachments: 67936 Toyota 15212 Nurgazinov.xls

----- Пересылаемое сообщение -----
От кого: GlobalAutoUSA <kotkacars@gmail.com>
Кому: kairat nurgazinov <kairat_nura@mail.ru>
Дата: Четверг, 20 декабря 2012, 12:22 +02:00
Тема: Re: Re[36]: договор No.67936

Здравствуйте.
Договор исправлен.
Данные с указанием номера контейнера из США еще не получены.

20 декабря 2012 г., 11:51 пользователь kairat nurgazinov <kairat_nura@mail.ru> написал:

здравствуйте игорь., да машина в котке будет 12900 долларов, в инвойсе стоит на оплату 12 900, в нижней сторочке должно быть 12900-10500 (депозит)=2400, иначе после прихода машины в казахстан при растаможке могут быть разночтения. о приходе машины в котку вы сообщите письмом на почту? остальные вопросы после прихода машины

Пятница, 14 декабря 2012, 18:26 от GlobalAutoUSA <kotkacars@gmail.com>:

+12156512993 Сергей
только он уполномочен отвечать на данные вопросы и принимать решения.

14 декабря 2012 г., 18:24 пользователь kairat nurgazinov <kairat_nura@mail.ru> написал:
Игорь, подскажите процесс возврата денег и сроки возврата, сумму возврата в моем случае

Пятница, 14 декабря 2012, 14:13 от GlobalAutoUSA <kotkacars@gmail.com>:

Сергей не подтвердил скидку!

14 декабря 2012 г., 11:50 пользователь kairat nurgazinov <kairat_nura@mail.ru> написал:

При разговоре он сказал, что если акция есть, то на меня она распространяется, детали уточнить с вами. поэтому я уточняю

Пятница, 14 декабря 2012, 11:41 от GlobalAutoUSA <kotkacars@gmail.com>:

В данном случае вопрос по акции Вам следует задать Сергею!
Авто должен быть в Котке через 10-15 дней.

14 декабря 2012 г., 11:38 пользователь kairat nurgazinov <kairat_nura@mail.ru> написал:

Игорь вы можете уточнить дату прихода машины в Котку, в какой срок произвести оплату суммы доставки до Казахстана г. Семей, сумму оплаты и подтвердить объявленные акции (по платежам и подаркам)

Пятница, 14 декабря 2012, 11:31 от GlobalAutoUSA <kotkacars@gmail.com>:

ок

14 декабря 2012 г., 11:22 пользователь kairat nurgazinov <kairat_nura@mail.ru> написал:

Игорь, с Сергеем договоренность на сумму 12 500, пожалуйста переправте дополнение, и доплату, по согласованию с Сергеем, произведу после прихода машины в Котку.

Пятница, 14 декабря 2012, 9:17 от GlobalAutoUSA <kotkacars@gmail.com>:

Здравствуйте.
Автомобиль забронирован за Вами.
Договор на доплату в приложении.
С уважением,
Игорь.

13 декабря 2012 г., 19:12 пользователь kairat nurgazinov

<kairat_nura@mail.ru> написал:

Здравствуйте Игорь, мне перевели деньги с лота №14775 на лот №15212, после прихода данной машины в Котку в какой приблизительно срок будет произведена поставка, желательно в г. Семей (Семипалатинск)?

Среда, 12 декабря 2012, 13:50 от GlobalAutoUSA <kotkacars@gmail.com>:

обращайте внимание на сайте под фото на эту надпись

Pre-Sales Price: \$10,900 Price does not include shipping, dealer and registration fee

что означает что цена без учета доставки из США и без заработка компании!

12 декабря 2012 г., 13:39 пользователь kairat nurgazinov

<kairat_nura@mail.ru> написал:

по списку цена за форестер 11 900

Среда, 12 декабря 2012, 13:35 от GlobalAutoUSA

<kotkacars@gmail.com>:

13900\$

12 декабря 2012 г., 13:29 пользователь kairat nurgazinov

<kairat_nura@mail.ru> написал:

Игорь из списка Форестер лот №15237, интересуется скидкой до оплаченной суммы, если да то я ее беру

Среда, 12 декабря 2012, 13:21 от GlobalAutoUSA

<kotkacars@gmail.com>:

пробег 30т.м.

цена в Кокте 12900\$

12 декабря 2012 г., 13:19 пользователь kairat nurgazinov

<kairat_nura@mail.ru> написал:

пробег, цена

Среда, 12 декабря 2012, 12:46 от GlobalAutoUSA

[<kotkacars@gmail.com>](mailto:kotkacars@gmail.com):

Toyota Camry SE 2008г.в. 2,4L

предварительные фото в приложении.

12 декабря 2012 г., 11:36 пользователь kairat nurgazinov

[<kairat_nura@mail.ru>](mailto:kairat_nura@mail.ru) написал:

данные по тойоте SE пожалуйста вышлите(цена, год выпуска, объем двигателя), когда поступит в Котку

Среда, 12 декабря 2012, 10:36 от GlobalAutoUSA

[<kotkacars@gmail.com>](mailto:kotkacars@gmail.com):

смотрите в списке!

12 декабря 2012 г., 10:36 пользователь kairat nurgazinov

[<kairat_nura@mail.ru>](mailto:kairat_nura@mail.ru) написал:

Теперь какой выход с моего положения, тойота продана, деньги перепчислены, что можете предложить в данном ценовом диапазоне из японских машин типа кроссоверов или седанов

Среда, 12 декабря 2012, 10:30 от GlobalAutoUSA

[<kotkacars@gmail.com>](mailto:kotkacars@gmail.com):

цена на авто лот №15280 указана без доставки и интереса компании! цена в Котке 16900\$

12 декабря 2012 г., 10:28 пользователь GlobalAutoUSA

[<kotkacars@gmail.com>](mailto:kotkacars@gmail.com) написал:

да, конечно т.к. компания оптовая их и продают за ранее!

12 декабря 2012 г., 10:26 пользователь kairat nurgazinov
<kairat_nura@mail.ru> написал:

Еще вопрос если на сайте вашей компании заинтересовала
какая-то машина, то указанное на сайте месторасположение
может быть отличнм от фактического?

Среда, 12 декабря 2012, 9:17 от GlobalAutoUSA
<kotkacars@gmail.com>:

Воспримем этот Ваш вопрос как шутку!)
Цены на эти авто составят по 16900\$

12 декабря 2012 г., 6:24 пользователь kairat nurgazinov
<kairat_nura@mail.ru> написал:

игорь, лот №15280 и лот №14425 оба субару аутбак,
данные по ним: состояние машины, кол-во ключей,
возможность продать за уже перечисленные деньги?

Вторник, 11 декабря 2012, 22:20 от GlobalAutoUSA
<kotkacars@gmail.com>:

Данные авто еще в США.
Список автомобилей и мотоциклов которые в Котке и
на подходе в приложении.

11 декабря 2012 г., 19:16 пользователь kairat
nurgazinov <kairat_nura@mail.ru> написал:

Игорь, рассмотрите варианты: Honda CRV 2010
(10/09) лот №15319 стоимость 11 900, Honda CRV
2009 (12/08) лот №15269 стоимость 10900,
возможность скидки, или в пределах перечисленной
суммы без доплаты, более интересен первый вариант.
Обе машины в Котке (по данным сайта), пробег
машин, кол-во ключей, наличие карфакса, если

возможно то время поставки до нового года.

Понедельник, 10 декабря 2012, 22:40 от
GlobalAutoUSA <kotkacars@gmail.com>:
Этот авто продан и к тому же он в США.

10 декабря 2012 г., 21:45 пользователь kairat
nurgazinov <kairat_nura@mail.ru> написал:

Игорь бухгалтерия подтвердила платеж, платеж
дошел еще в пятницу, именно по инвойсу
выставленному вами за лот 14775, уточните
пожалуйста, я запрос еще в бухгалтерию пошлю, т.к.
они это запросили

Пятница, 30 ноября 2012, 18:25 от GlobalAutoUSA
<kotkacars@gmail.com>:
да, конечно акция действует!

30 ноября 2012 г., 18:14 пользователь kairat
nurgazinov <kairat_nura@mail.ru> написал:
извините уточните пожалуйста какой телефон?

Fri 30 Nov 2012 17:28:37 от GlobalAutoUSA
<kotkacars@gmail.com>:
Да, если это попутно, то возможно разгрузить по
дороге.
А телефон Вам отправят по почте DHL

30 ноября 2012 г., 17:09 пользователь kairat
nurgazinov <kairat_nura@mail.ru> написал:
Игорь, еще небольшие уточнения: прочитал на
вашем сайте о новогодней акции она в моем. я
надеюсь, случае действует. и если авто доставляется
автовозом то возможно ли доставка до
семипалатинска, т.к. трасса в алматы возможно

будет лежать через нас?, т.е. это ближе к России на 1200 км.

Fri 30 Nov 2012 13:57:06 от GlobalAutoUSA
<kotkacars@gmail.com>:

Автомобиль будет отправлен на СВХ "Жакслык" в г.Алматы и там же вы получите автомобиль и документы у брокера. Документы должны сопровождать автомобиль и придут с ним же.

30 ноября 2012 г., 13:54 пользователь kairat nurgazinov <kairat_nura@mail.ru> написал:
спасибо за информацию, перечисление произведу 3-4 декабря, т.к. у нас праздники и банки не работают. и еще у кого я смогу получить машину в алматы? и помощь по растаможке, контакты? документы идут с машиной или DHL?

Fri 30 Nov 2012 12:12:11 от GlobalAutoUSA
<kotkacars@gmail.com>:

Здравствуйте.

1. в договоре сказано что предоплата не явл. полной оплатой! (но если платить 100% то это окончательный расчет)
2. открепление это внутренний документ (право на отдачу авто - делает бухгалтерия)
3. портовые сборы это за разгрузку и оформление входящих и исходящих документов на таможенном СВХ которые не входят в стоимость (около 300евро)
4. пробег 57т.м. 2 ключа
5. После оплаты потребуется все точные данные на кого оформлять в частности РНН.
6. представителей в РК у нас нет уже 2года (офис закрыли после поднятия таможенных пошлин)

С уважением,

Игорь.

Мой номер (812)3364205, +358440233212;

kotkacars@gmail.com

игорь я до вас не могу дозвониться, т.
87273185128 вы не поднимаете. договор
инвойс получил, но у меня вопросы по нему:

1. не понятен п.1, почему полная оплата в моем случае не является окончательной покупкой ав-ля?
2. что такое открепительное удостоверение, и когда его заказывать после прибытия ав-ля в пункт назначения или до прибытия?
3. что такое портовые и складские расходы, разве они не входят в сумму оплаты?
- 4.какой пробег у машины и сколько ключей идет с ней?
5. до какого я должен оплатить инвойс, как будет проходить процедура оформления документов на меня, если вами не запрошены мои РНН, номер удостоверения и т.д. или это после оплаты?

6.кто представитель в РК г. алматы и как с ним связаться?

29 ноября 2012 г., 10:38 пользователь
GlobalAutoUSA <kotkacars@gmail.com>

написал:

Здравствуйтесь.

Договор-инвойс на оплату в приложении.

После оплаты не забудьте уведомить об этом бухгалтерию. (account@globalautousa.com)

С уважением,

Игорь.

Мой номер (812)3364205, +358440233212;

kotkacars@gmail.com

Attachment 2

From: kairat nurgazinov [kairat_nura@mail.ru]
Sent: Saturday, February 23, 2013 6:51 AM
To: Denis Shavrikov / CarCont Ltd.
Subject: получение автомобиля с CBX
Attachments: C104452.doc

На всякий случай высылаю Вам коносамент и мой контактный номер: 8-777-146-34-87

MASTER BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING#038EUL1045297	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		EXPORT REFERENCE OUR REF# 104452	
NOTIFY PARTY		FORWARDING AGENT I REFERENCES	
OCEAN/VESSEL MSC Sarah NU301R FOR TRANSSHIPMENT BREMERHAVEN		PORT OF LOADING NEW YORK	DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X20130103021862 X20130103022095
PORT OF DISCHARGE KOTKA		ONWARD INLAND ROUTING CSC PREPAID	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TCKU9873233 SEAL #7876363	1 X 40'HC	S.T.C.3 CARS		
		2009 BMW X6 VIN# 5UXFG43569L223352	1647 KG	
		2009 TOYOTA PRIUS VIN# JTDKB20U897858466	1523 KG	
		2009 TOYOTA CAMRY VIN# 4T1BE46K19U306703	1646 KG	
		2 ENGINES ON PALLETS	200 KG	
		GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED		
		FREIGHT PREPAID. CSC PREPAID SPD COLLECT		
		EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES _____ FOR THE MASTER BY..... RECEIVING CLERK DATE.....
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EUL_004344

From: kairat nurgazinov [kairat_nura@mail.ru]
Sent: Saturday, February 23, 2013 6:51 AM
To: Denis Shavrikov / CarCont Ltd.
Subject: Receiving of Automobile from WTS
Attachments: C104452.doc

Just In case sending You the Bill of lading and my contact number:
8-777-146-34-87

MASTER BILL OF LADING

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CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X20130103021862 X20130103022095	
OCEAN/VESSEL MSC Sarah NU301R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING <div style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">CSC PREPAID</div>	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TCKU9873233 SEAL #7876363	1 X 40'HC	S.T.C.3 CARS 2009 BMW X6 VIN# 5UXFG43569L223352 2009 TOYOTA PRIUS VIN# JTDKB20U897858466 2009 TOYOTA CAMRY VIN# 4T1BE46K19U306703 2 ENGINES ON PALLETS GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT <div style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">EXPRESS RELEASE</div>	1647 KG 1523 KG 1646 KG 200 KG	

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES <hr/> FOR THE MASTER BY..... RECEIVING CLERK DATE.....
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